

KANSAS MEDICAID STATE PLAN

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AGREEMENT BETWEEN THE
DEPARTMENT OF SOCIAL AND REHABILITATION SERVICES
AND THE
KANSAS STATE DEPARTMENT OF EDUCATION

THIS AGREEMENT entered into by and between the Secretary, Kansas Department of Social and Rehabilitation Services, hereinafter referred to as "SRS", and the Commissioner of Education, Kansas State Department of Education, hereinafter referred to as "KSDE".

WHEREAS, the purpose of this agreement is to expand services provided to children of this state; and

WHEREAS, SRS is authorized by K.S.A. 39-708C, to enter into a contract for services; and

WHEREAS, KSDE is desirous of entering into this contractual relationship;

NOW, THEREFORE, the parties agree to the terms and conditions as hereinafter set forth, to wit:

KSDE WILL:

1. Develop service description and quality standards for covered services in accordance with Federal and State laws and regulations.

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2. Assure that each Local Education Agency (LEA) specifies the services required for the treatment of each recipient in an Individualized Education Plan (IEP) or Individualized Family Service Plan (IFSP) in accordance with Federal and State law and regulations.
3. Notify SRS of LEA providers approved to deliver covered services, and promptly notify SRS of any additions or deletions.
4. Provide technical assistance and consultation to LEA providers as needed to implement this agreement.

SRS WILL:

1. Determine maximum reimbursement levels for services.
2. Enroll qualified LEA providers.
3. Provide workshops, manuals, and technical assistance regarding billing procedures for service providers.
4. Determine client eligibility for Medical Assistance.
5. Make payments to LEAs based on claims submitted by enrolled LEA providers.

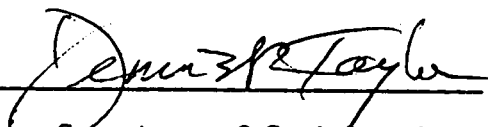
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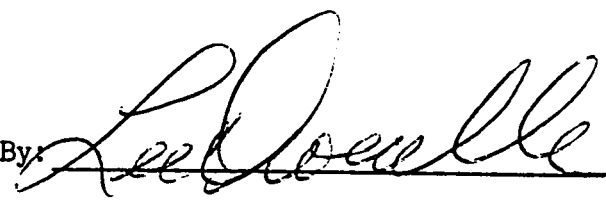
6. Provide a quarterly report to each LEA reflecting payments for covered services.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures the date first above written.

By:


Title: Secretary of Social and
Rehabilitation Services

By:


Title: Commissioner of Education

Date:

9-18-90

Date:

9/7/90

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Agreement Between Alcohol and Drug Abuse Services and

The Division of Medical Programs within
Income Maintenance and Medical Services
Kansas Department of Social and Rehabilitation Services

I. Purpose of Agreement

The purpose of this agreement is to satisfy the requirements of 42 CFR 431.615.

This Agreement is entered into between the Division of Medical Programs (DMP) within Income Maintenance and Medical Services (IMMS), and Alcohol and Drug Abuse Services (ADAS) for the mutual objective of providing reimbursement for alcohol and drug addiction treatment to Medicaid and Medikan eligible individuals in community alcohol and drug addiction treatment facilities and in other facilities appropriate to a recipient's individual needs.

II. Definition of Terms

A community alcohol and drug addiction treatment facility provides alcohol and drug addiction counseling, guidance, supervision and personal services to people living within a licensed/certified, medically-oriented, 24-hour facility in accordance with ADAS licensing standards.

A community alcohol and drug addiction treatment facility may also provide day treatment. Day treatment is the delivery of alcohol and drug addiction services and supportive services on less than a 24 hour a day basis. Programs must average at least 15 hours per week of structured activities and 8 hours per week of counseling services per recipient.

III. Responsibilities of Alcohol and Drug Abuse Services

1. Arrange funding and develop appropriate community treatment services for indigent clients needing alcohol and drug addiction intermediate or day treatment services within approved budget constraints.
2. Utilize state funds transferred from the Medical Assistance budget to augment other ADAS funds to provide a continuum of services for indigent clients.
3. Ensure the availability of space to provide an alternative service to the drug and alcohol addiction rehabilitation service currently provided in the hospital inpatient facilities within approved budget constraints.

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4. Assure that state match dollars are available through the ADAS grant process prior to the start of each fiscal year. Maintain documentation for each facility reflecting the available state match at any given time during this year for federal review purposes.
5. Provide a certification statement to DMP within three weeks after the end of a quarter stating that state funds were available to match the federal funds.
6. Notify DMP of any facility's loss of licensure in a timely manner.
7. Accept responsibility for federal financial penalties or adjustments which result if it is found on retrospective review or audit that state funds were not available to match federal funds.

IV. Responsibilities of the Division of Medical Programs within Income Maintenance and Medical Services

1. Submit and obtain federal approval of contracting process, contract documents and this agreement.
2. Provide State General Fund monies to ADAS to be used to develop treatment services to operate within the intent of this agreement. The actual amount of transferred monies will be decided by the Governor, Legislature or through negotiation between ADAS and IM & MS.
3. Coordinate federal reviews, if any.
4. Enroll qualified treatment providers and designate to the fiscal agent those who will receive reimbursement. Determine individual reimbursement rates and notify the fiscal agent.
5. Provide workshops, manuals and technical assistance regarding billing procedures for service providers.
6. Determine client eligibility for Medical Assistance.
7. Notify the fiscal agent of routine and special reports necessary for the administration of this activity.

V. Joint Responsibilities of IMMS and ADAS

1. Promote service implementation and usage by Medicaid/Medicaid recipients by coordinating plans directly and indirectly related to the services within the scope of this agreement provided to or arranged for recipients.

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2. Cooperatively implement utilization review procedures.
3. Cooperatively solicit bids and engage in contracting activities with qualified facilities. This includes:
 - a. Writing IFBs or RFPs, addenda, contracts and other documentation necessary for contracting activities.
 - b. Interface with the Kansas Department of Administration, Division of Purchases, in the contracting process.
 - c. Evaluate bids/proposals, and make recommendations for awards.
 - d. Participate in contract negotiations, if held.
4. Develop and maintain documentation which satisfies federal and state requirements. Participate in federal reviews, if any.
5. Annually engage in fiscal planning based upon budgetary decisions.
6. Develop and exchange reports, as necessary, concerning services provided to recipients.

VI. Periodic Review and Joint Planning for Changes in the Agreement

This agreement will be reviewed on an annual basis. The review and joint planning for changes in this agreement will be held at least one month prior to the anniversary date of this agreement.

VII. Continuous Liaison Between the Parties and Designation of Staff Responsible for Liaison Activities

Liaison will be maintained by the Commissioner of Alcohol and Drug Abuse Services and the Commissioner of Income Maintenance and Medical Services or their designees.

VIII. Joint Evaluation of Policies that Affect the Cooperative Work of the Parties

Policies that affect cooperative work of both Commissions will be jointly reviewed and signed off prior to implementation. Differences in policies will be resolved through joint discussion. Operational disagreements which become apparent in the course of this Agreement shall be resolved by discussions between the concerned parties at the organizational level closest to its problem.

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IX. Duration of Agreement

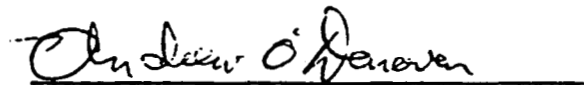
This agreement shall continue until it is revised or terminated. Revision or termination may be accomplished by either party by giving ninety days written notice or by mutual consent and the return of any unspent (after reimbursement/match adjustment) state dollars indicated in IV. 2. above for the current state fiscal year.

X. Signature

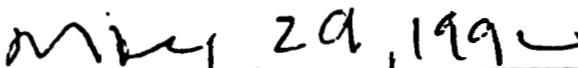
WHEREAS Income Maintenance and Medical Services and Alcohol and Drug Abuse Services do hereby agree to the terms and conditions of the Agreement as specified herein effective with the signature of both Commissioners.




Commissioner of Income Maintenance
and Medical Services



Commissioner of Alcohol and Drug
Abuse Services



Date



Date

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AGREEMENT BETWEEN THE SECRETARY OF
SOCIAL AND REHABILITATION SERVICES OF KANSAS
AND
THE SECRETARY OF HEALTH AND ENVIRONMENT OF KANSAS

THIS AGREEMENT by and between the Secretary of Social and Rehabilitation Services of Kansas on behalf of the Kansas Department of Social and Rehabilitation Services (SRS) as the single State agency for administration of the Kansas Medicaid Plan (pursuant to 42 U.S.C. 1396a et seq.) and the Secretary of Health and Environment of Kansas on behalf of the Kansas Department of Health and Environment (KDHE) is entered and effective on June 18, 1989. This agreement shall be in effect through June 30, 1990, and may be extended for specific periods beyond that time by mutual written agreement of the parties.

I. MUTUAL OBJECTIVES

The purpose of this agreement is to provide for the orderly transfer and funding of inspection of care (IOC) team services as organized and performed under the requirements of 42 C.F.R. Part 456, Subpart I, from the Department of Social and Rehabilitation Services to the Kansas Department of Health and Environment. This transfer is to be conducted so that SRS, as the single State Medicaid agency, will remain in compliance with all requirements of the Medicaid Program pursuant to 42 U.S.C. 1396a et seq. and 42 C.F.R. Part 430 et seq. Particularly all efforts are to be made that the transfers are to be orderly, of minimum inconvenience to the affected employees, of minimum disruption to the functions of the IOC teams, and to avoid any resulting disallowances and deferrals of any federal financial participation (FFP).

II. OBLIGATIONS OF EACH AGENCY

A. KDHE Responsibilities:

1. Duties - KDHE shall perform the following duties. Wherever applicable, the requirements of 42 U.S.C. 1396a(a)(26) and (31) and of 42 C.F.R. Part 456, Subpart I shall be fully met.
 - a. KDHE agrees to receive and orderly arrange the employment transfers of all SRS employees as mutually agreed with SRS. KDHE will assume payroll payment responsibilities from June 18, 1989.
 - b. KDHE will utilize all of the transferred employees in duties directed to first meet the priority requirements of the Kansas Medicaid Program during all periods in which this agreement is in effect. All such priorities shall be determined by SRS.
 - c. KDHE agrees to complete an annual review on each home and community-based services (HCBS) recipient prior to the anniversary date of each such recipients agreement. Such reviews shall be from a list furnished from SRS on the 20th day of the last month of each calendar quarter.

- d. KDHE agrees to annually review all certified adult family homes to confirm compliance with K.S.A. 39-1501.
 - e. KDHE agrees to take all review actions necessary to then send information necessary to SRS for the completion of the HCFA quarterly showing that is due to the HCFA Regional Office 30 days after the close of each quarter. The information shall be furnished to SRS no later than 10 days following each quarter. A copy of the completed quarterly showing shall be returned to KDHE.
 - f. KDHE agrees to review utilization review billings and to make payments for services rendered, subject to upper limits approved by SRS.
 - g. KDHE agrees to have professional personnel review heavy care prior authorization requests and to make evaluations as to whether subsequent billings are consistent with cost to the provider. KDHE will make recommendations when called upon by SRS on heavy care prior authorization requests.
 - h. KDHE agrees to have the IOC/UR/MR teams continue to complete and forward the MS-2008 forms to SRS.
 - i. KDHE agrees to contract for a physician as a part of the utilization review process.
 - j. KDHE agrees to contract for a physician to assist and be a part of the annual medical review of the State Institutions for Mental Disease.
 - k. KDHE agrees to maintain the utilization review contract with the Medical Society of Sedgwick County and to reimburse them for their services.
 - l. KDHE agrees to allow and maintain contact to SRS with the transferred employees for all necessary preparations and appearances in any hearing appeals or judicial actions that may arise from or related to any action or duties of such employees. All such preparations and appearances shall be given priorities as determined by SRS.
 - m. KDHE agrees to maintain all records pertaining to the services of this contract for a period ending five years from the expiration date of this contract.
 - n. KDHE agrees to take all actions necessary and to perform all of its duties with due diligence to follow all applicable requirements of the Medicaid Program and to avoid any sanctions and penalties to the Kansas Medicaid Program related to such duties.
2. Delegation of Authorities - KDHE agrees that its duties under this agreement are delegated in conformity with the requirements of 42

C.F.R. 431.10 and that SRS retains all discretion and authorities necessary to act as the single State agency for the administration of the Kansas Medicaid Plan. KDHE agrees that all employees assigned to IOC team services shall be considered as contract agents of the single State Medicaid agency, SRS, for the purposes of the administration of the Kansas Medicaid Plan.

B. SRS Responsibilities:

1. Duties - SRS shall perform the following duties. Wherever applicable, Medicaid requirements shall be given priority.
 - a. SRS shall pay for all expenses, except payroll, of the IOC teams through June 30, 1989. SRS shall provide KDHE with the personnel records of the transferred employees. SRS shall provide KDHE with agreed office equipment on the attached list for the transferred employees. This list may be modified as mutually agreed by the Secretaries or their designees. SRS shall allow the transferred employees to temporarily remain as agreed in SRS offices.
 - b. SRS shall make available to KDHE a listing of adult care homes and swing bed hospitals participating in the Medicaid Program quarterly.
 - c. SRS agrees to provide a psychologist to assist with the ICF-MH annual reviews.
 - d. In the event of limited resources or extended growth, SRS shall set the priorities for the workload. These priorities are in the following order: regular IOC reviews, UR's, HCBS reviews, and case mix assessments.
 - e. SRS agrees to timely send a listing of facilities that need to be reviewed quarterly to KDHE. SRS reserves the right to modify such lists to meet Medicaid priorities.
 - f. SRS agrees to provide all necessary forms to KDHE as required for services under this agreement.
 - g. SRS agrees to provide necessary Medicaid Bulletins from its fiscal agent to KDHE.
 - h. SRS agrees to provide such legal services as it deems necessary for advice to and representation of the IOC teams.
 - i. SRS agrees that it will take such actions and send such notices as it deems necessary from IOC team reports and findings. SRS agrees that it will provide all legally required due process proceedings for review of such actions and notices.
2. Restriction on Delegations - SRS agrees that any duties delegated under this agreement are subject to all necessary restrictions of 42 C.F.R. 431.10 and that SRS retains all discretions and authorities